

Company Disclosure Letter and the filing by Buyer with the SEC of any reports required to be filed in connection with the consummation of the transactions contemplated hereby, the execution, delivery and performance by each of Buyer and Merger Sub of this Agreement and the other Transaction Documents to which either Buyer or Merger Sub is a party (with or without the giving of notice, the lapse of time or any combination thereof): (i) will not conflict with any provision of the Charter Documents of Buyer or Merger Sub; (ii) will not conflict with, result in a breach of, or constitute a default under any Law to which Buyer or Merger Sub is bound; (iii) do not require the Consent of any Governmental Authority or any other Person under any contract, agreement, lease, license, permit, franchise or other instrument or obligation to which Buyer or Merger Sub is a party; and (iv) will not conflict with, constitute grounds for termination of, result in a breach of, constitute a default under, or accelerate or permit the acceleration of any performance required by the terms of any contract, agreement, lease, license, permit, franchise or other instrument or obligation to which Buyer or Merger Sub is a party, except in the case of clauses (ii), (iii) and (iv), for any such conflicts, breaches, defaults, consents, notices, filings or other occurrences which, individually or in the aggregate, have not had and would not reasonably be expected to have a Buyer Material Adverse Effect.

Section 3.04. Litigation. There is no suit, action, proceeding, arbitration, claim, review, investigation or any notice of the foregoing (whether at law or in equity, before or by any Governmental Authority or before any arbitrator) pending or, to the knowledge of Buyer, threatened against Buyer or Merger Sub, nor is there outstanding any order, decree or judgment against Buyer or Merger Sub that, if adversely and finally determined, has had or would reasonably be expected to have, individually or in the aggregate, a Buyer Material Adverse Effect.

Section 3.05. Brokers. Other than Citigroup Global Markets Inc., whose fees will be paid or caused to be paid by Buyer, there is no broker, finder or investment banker entitled to any brokerage, finder's or other fee or commission in connection with the Merger, this Agreement, and the transactions contemplated hereby based upon arrangements made by or on behalf of Buyer or Merger Sub.

Section 3.06. Buyer Qualification. As of the date hereof, except as a result of any fact, circumstance or condition that is not unique to Buyer, and subject to the truth and accuracy of the representations and warranties of the Company set forth in ARTICLE II of this Agreement, to the knowledge of Buyer, (i) Buyer is legally and financially qualified to acquire, own and operate the Company and the Systems and be the transferee of control and indirect holder of the Franchises and Licenses, (ii) there is no fact or condition that would, under any Law, including any rule or policy (including ownership restrictions under the Communications Act) of any Franchising Authority, the FCC, any PUC or any other Governmental Authority, necessarily disqualify Buyer as a transferee of control or indirect holder of the Franchises and Licenses, as applicable, or as the owner and operator of the Systems and (iii) no waiver of any Law, including any rule or policy (including ownership restrictions under the Communications Act) of any Franchising Authority, the FCC, any PUC or any other Governmental Authority, is necessary to be obtained for the grant of the applications for the transfer of control of the Franchises and Licenses to Buyer, nor will processing pursuant to any exception to a rule of

general applicability be requested or required in connection with the consummation of the transactions contemplated hereby.

Section 3.07. Availability of Funds. Buyer has, and will have as of the Closing Date, available sufficient cash, lines of credit or other funds to enable it to consummate the transactions contemplated hereby. Buyer understands that under the terms of this Agreement, Buyer's obligation to consummate the transactions contemplated hereby is not in any way contingent upon or otherwise subject to (a) Buyer's consummation of any financing arrangements or Buyer's obtaining of any financing or (b) the availability, grant, provision or extension of any financing to Buyer, and no provision of this Agreement shall be construed otherwise. Buyer further understands that it is Buyer's obligation to have funds on hand at the Closing sufficient to make the Closing Payments and otherwise to pay all amounts to be paid by Buyer under this Agreement.

Section 3.08. Formation. Merger Sub was formed specifically for the transactions contemplated by this Agreement and has conducted no operations and incurred no Liabilities other than in connection with the transactions contemplated by this Agreement.

## ARTICLE IV

### COVENANTS AND AGREEMENTS

Section 4.01. Operation of Business Prior to the Closing. From the date hereof to the Closing, except as required by applicable Laws or as set forth in Section 4.01 of the Company Disclosure Letter, unless otherwise consented to by Buyer (which consent, in the case of any action or inaction in the Ordinary Course pursuant to any of clauses (a)(xvi), (a)(xvii), (b)(iv) (other than with respect to any renewal of any Franchise) and (b)(v) of this Section 4.01 shall not be unreasonably withheld or delayed), the Company shall, and shall cause the Company Subsidiaries to, conduct the Business in the Ordinary Course and in accordance with applicable Laws, subject to, and except as modified by, compliance with the following negative and affirmative covenants:

(a) Negative Covenants. The Company shall not, and shall cause the Company Subsidiaries not to, do any of the following:

(i) modify, suspend, amend or terminate any of the Charter Documents of the Company;

(ii) (A) declare, set aside, make or pay any dividend or other distribution (whether in cash, stock or other property) in respect of any of its capital stock or other equity interests or Equity-Based Instruments (other than dividends or distributions declared, set aside, made or paid by any Company Subsidiary wholly-owned, directly or indirectly, by the Company, to the Company or such other wholly-owned Company Subsidiary), (B) split, combine or reclassify any of its capital stock or other equity interests or issue or propose or authorize the issuance of any other securities or equity interests (including Equity-Based Instruments) in respect of, in lieu of, or in substitution for, shares of its capital stock, or (C) repurchase, redeem or otherwise acquire any shares of the capital stock or other equity

interests of the Company or any Company Subsidiary, or any Equity-Based Instruments; provided that nothing in this Section 4.01(a)(ii) shall prohibit the Company from any of the following, subject to Section 4.01(a)(xi): (I) issuing additional shares of Series E Non-Voting Common Stock that will be converted into the right to receive an Allocable Portion of the Merger Consideration in accordance with Section 1.07 or (II) repurchasing shares of Company Stock for cash that is paid in full prior to the Closing in each case in a manner consistent with past practice.

(iii) commence, or settle, compromise, waive or modify any material claims, actions, arbitrations, disputes, compliance audits, or other similar proceedings, which, in the case of any settlement, involves the finding of non-monetary relief that would be binding upon or involve any monetary payment by any Insight Company or Buyer following the Closing;

(iv) authorize or issue, sell, grant, pledge or otherwise encumber any shares of its capital stock or other Equity-Based Instruments (including, for the avoidance of doubt, any options, warrants or any similar security exercisable for or convertible into such capital stock, equity interest or security) other than (A) issuances by a Company Subsidiary of capital stock or other equity interests to such Company Subsidiary's parent or another Company Subsidiary (in each case, only if wholly-owned, directly or indirectly by the Company), (B) issuances by the Company of additional shares of Series E Non-Voting Common Stock that will be converted into the right to receive an Allocable Portion of the Merger Consideration in accordance with Section 1.07 and (C) pledges of the capital stock, or other voting or equity interests, as applicable, of any Company Subsidiary under the Credit Agreement that will be irrevocably released and discharged in full prior to the Effective Time subject to Buyer's obligation to deliver the Credit Agreement Payoff Amount;

(v) sell, lease, license, encumber, transfer or otherwise surrender, relinquish or dispose of any Assets (including other assets, capital stock, or other voting or equity interests, as applicable, of a Company Subsidiary), except (A) Ordinary Course dispositions of obsolete Assets or Assets that are replaced with similar items of substantially equal or greater value and utility, (B) any such transaction between the Company and any wholly-owned Company Subsidiaries or among the wholly-owned Company Subsidiaries, (C) pursuant to written Contracts entered into prior to the date hereof and disclosed in the Company Disclosure Letter, (D) sales of inventory in the Ordinary Course, and (E) leasing of customer premises equipment in the Ordinary Course;

(vi) incur, create, assume or suffer to exist any Lien on any of the Assets that will remain in existence at the Closing, other than a Permitted Lien;

(vii) cause or permit the Company or any of the Company Subsidiaries to merge or consolidate with any Person (other than with Buyer or a permitted designee thereof in accordance with this Agreement) or transfer any capital stock, or other voting or equity interests, as applicable, of any of the Company Subsidiaries to any other Person (other than to Buyer or a permitted designee thereof);

(viii) (A) acquire all or any portion of the assets or capital stock, or other voting or equity interests, as applicable, of any Person or business, any cable system (as such term is used in the Communications Act) or headend, except as required by the terms of any Contract entered into prior to the date of this Agreement and disclosed in the Company Disclosure Letter; or (B) acquire any other assets of any Person or business, except as required by the terms of any Contract entered into prior to the date of this Agreement and disclosed in the Company Disclosure Letter; provided, that this clause (viii) shall not prohibit (x) acquisitions of inventory or equipment in the Ordinary Course or (y) capital expenditures by the Company or any Company Subsidiary required pursuant to Section 4.01(b)(viii).

(ix) make any loans, advances or capital contributions to, or investments in, any other Person, other than by the Company or any Company Subsidiary to or in the Company or any wholly-owned Company Subsidiary;

(x) create, incur, guarantee or assume any Company Debt, other than that created, incurred, guaranteed or assumed in the Ordinary Course or under the Credit Agreement, which shall constitute Company Debt;

(xi) (A) materially amend or modify compensation or benefits under any Employee Plan or Compensation Arrangement, (B) increase the compensation or benefits of any employee or consultant, or grant any increase in severance under any Employee Plan or Compensation Arrangement or otherwise, (C) provide any employee (including any officer or director who is an employee) with any materially increased tenure of employment, (D) subject to Section 4.08(d), grant or provide any new retention, stay or similar bonus, (E) grant or provide, or agree to grant or provide, any new or additional severance under any Employee Plan or Compensation Arrangement or otherwise, (F) except for travel advances in the Ordinary Course and loans to employees aggregating less than \$100,000, loan or advance money or other property to any of its employees, officers, directors, or former employees, officers or directors or (G) fail to make any required contribution when due to any Employee Plan, or terminate or establish any Employee Plan, in each case of clauses (A) through (G), except as required by an existing Employee Plan or Compensation Arrangement as in effect as of the date hereof and made available or described in a summary made available to Buyer, in each case as referenced in Section 2.13(a), or by applicable Law or, in each case of clauses (A) through (C) only, except in the Ordinary Course; and provided that nothing in this Section shall preclude the Company from exercising any discretion to accelerate the payment or vesting of benefits or amounts payable or to become payable under any Employee Plan or Compensation Arrangement to the extent consisting solely of grants of Company Stock, including the vesting of any award under the Insight Communications Company, Inc. 2005 Stock Incentive Plan (the "Stock Plan");

(xii) (A) modify, amend or suspend any Material Contract (excluding all Programming Agreements and Retransmission Consent Agreements which are governed by 4.01(a)(xiii)), Lease, Revenue Lease, Easement Agreement, material License or Franchise; (B) enter into, renew (whether pursuant to any automatic renewals for which the latest date to provide notice of non-renewal has not passed as of the date hereof or otherwise, and except as provided in Section 4.01(b)(iv)) or obtain any Material Contract, Easement Agreement, Revenue Lease, material License, Franchise or Related Party Transaction; (C) reject, repudiate, terminate or abrogate any Material Contract, Revenue Lease, Easement Agreement, material

License or Franchise, except with respect to any expiration of such Material Contract, Revenue Lease, Easement Agreement, material License or Franchise in accordance with its term; or (D) modify, amend, waive, suspend or terminate the Securityholders Agreement or the Sellers Agreement in any manner adverse to Buyer;

(xiii) (A) enter into, modify, renew (whether pursuant to any automatic renewal or otherwise), amend or extend any Programming Agreement or Retransmission Consent Agreement, other than extensions of expiring Programming Agreements and expiring Retransmission Consent Agreements on a month-to-month basis.

(xiv) change any method of accounting or accounting principles or practices by the Company or any Company Subsidiary from those used to prepare the Business Financial Statements, except for any such change required by a change in GAAP;

(xv) terminate, cancel, amend or modify, or fail to maintain or renew, any material Insurance Policies maintained by it covering the Company or the Company Subsidiaries or their respective properties which is not replaced by a comparable amount of insurance coverage;

(xvi) make or rescind any election with respect to Taxes, change any material Tax accounting method, enter into any closing agreement, file any amendment (except as required by a change in applicable Law) to previously filed Tax Returns relating to material Taxes payable by the Company and the Company Subsidiaries or, waive or extend any statute of limitations with respect to Taxes;

(xvii) engage in any marketing, subscriber installation or collection practices or initiate any subscriber campaigns, promotions or bundling with respect to the Systems, in each case other than any such practices, campaigns, promotions or bundling (A) that are on the same terms and conditions as, and are offered to customers and in geographic areas in a manner consistent with, the practices, campaigns, promotions or bundling currently offered in the Ordinary Course as set forth in Section 2.23 of the Company Disclosure Letter or (B) set forth in Section 4.01(a)(xvii) of the Company Disclosure Letter, which, for the avoidance of doubt, are in addition to the Ordinary Course items set forth in clause (A) (or, in the case of either clause (A) or (B), any substantially similar promotion that is no less favorable to the Insight Companies from a financial point of view) (each, a "Permitted Promotion");

(xviii) except as required by applicable Laws or Judgments, add or voluntarily delete any channels to any System, or change the channel lineup (including by repositioning any channel) in any System or commit to do so in the future;

(xix) make any cost-of-service or hardship election under the Rules and Regulations adopted under the Communications Act;

(xx) convert any billing systems used by the Business;

(xxi) except to the extent expressly required herein or by Law (in which case the Company will promptly notify Buyer of any such change), change the rates

charged for any class of cable television, telephony or high speed data services, except for rate increases provided for in Section 4.01(a)(xxi) of the Company Disclosure Letter;

(xxii) make any (A) change to the Insight Subscriber Policy or the Insight Disconnect Policy (or the methods or practices with which any such policy is carried out) or (B) material change in its policies or practices with respect to collection of accounts receivable or payment of accounts payable of the Business;

(xxiii) adopt a plan of complete or partial liquidation, dissolution, restructuring, recapitalization or other reorganization of the Company or any of the Company Subsidiaries; or

(xxiv) agree or commit to do any of the foregoing.

(b) Affirmative Covenants. The Company shall, and shall cause the Company Subsidiaries to, do the following:

(i) Access to Information. Afford to Buyer and its authorized Representatives such access during normal business hours upon reasonable advance notice throughout the period prior to the Closing to the Company's books, records (including Tax Returns, internal Tax work papers, documents relating to rulings or other determinations by Taxing Authorities, records concerning the ownership and Tax basis of property, and work papers of the Company's independent auditors), Contracts, operational data, facilities and properties (including for the purposes of conducting customary "Phase I" environmental studies thereof), personnel, counsel and financial advisors (including tax advisors and consultants) and to such other information, as Buyer shall reasonably request (provided all such access is coordinated through Company senior management designated in writing by the Company and such access does not unreasonably interfere with the management and operations of the Business or the Company's performance of its obligations under this Agreement), subject to any existing confidentiality obligations of the Company and applicable Law or unless the disclosure of any information would jeopardize any applicable legal privilege or the work product doctrine; provided, that in each case Buyer and the Company shall use commercially reasonable efforts to cooperate with one another to permit disclosure of such information in a manner consistent with such confidentiality obligations and the preservation of such legal privilege or work product protection (including by seeking consent of the applicable party to whom the duty of confidentiality is owed) or waive such privilege. All information obtained by Buyer pursuant to this Section shall continue to be governed by the Confidentiality Agreement.

(ii) Prompt notification. Use commercially reasonable efforts to promptly notify Buyer of any event, condition, change, development, circumstance, effect, state of facts or action by the Company or any Company Subsidiary or otherwise, that becomes known to the Company, the existence, occurrence or taking of which would result in any of its representations and warranties in this Agreement or in any Transaction Document to which it or any Company Subsidiary is a party not being true and correct in all material respects (or if qualified by materiality or Company Material Adverse Effect, in all respects) when made or at Closing (unless and to the extent that any such representation or warranty speaks specifically as of an earlier date, in which case, at such earlier date).

(iii) Financial Information. Furnish to Buyer:

(A) no later than forty-five (45) days following the close of each fiscal quarter, quarterly reports which shall consist of (1) an unaudited condensed consolidated balance sheet at the last date of such fiscal quarter, (2) an unaudited condensed consolidated statement of operations for such fiscal quarter and (3) an unaudited condensed consolidated statement of cash flows for such quarter, in each case, for the Insight Companies, prepared in accordance with GAAP, subject to normal year-end adjustments and the absence of notes and similar presentation items therein;

(B) no later than thirty (30) days following the close of each calendar month, monthly reports consisting of (1) an unaudited statement of assets and liabilities for such month, complete with a comparison to the same monthly period for the prior year (to the extent available), (2) an unaudited statement of working capital for such month complete with a comparison to the same monthly period for the prior year (to the extent available), (3) an unaudited statement of income and loss for such month and year-to-date period complete with a comparison to the same monthly period for the prior year (to the extent available), (4) an unaudited report of actual capital expenditures for such month and year-to-date, and (5) monthly trial balances, in each case, for each of the Company's "districts" and cost/profit centers (e.g., Columbus Ad Sales, Insight Business Services, Support Services-IT, etc.);

(C) no later than thirty (30) days following the close of each calendar month, all subscriber and other service recipient counts (using the categories set forth in Section 2.20(a) in accordance with the Insight Subscriber Policy set forth in Section 2.20(c) of the Company Disclosure Letter); and

(D) no later than forty-five (45) days following the close of each calendar month, the Company's good faith estimates of each item required to be set forth in the Preliminary Closing Statement (other than Unpaid Transaction Expenses), in each case calculated assuming that the Closing Date occurred at the end of such month.

(iv) Keep Organization Intact. The Company shall and shall cause each Company Subsidiary to (a) use its commercially reasonable efforts to preserve intact the Business and preserve for Buyer its goodwill and maintain the Company's relationships with its suppliers, customers, Governmental Authorities, employees and others having business relations with it (except with respect to any voluntary departure or termination for cause of any of the Business Employees), (b) use its commercially reasonable efforts to maintain all of the Franchises in the Ordinary Course, including using its commercially reasonable efforts to perform all obligations under all of the Franchises and to renew material Licenses and Franchises that expire prior to the Closing Date in the Ordinary Course (provided, that, subject to and without limiting Section 4.04(c), no Company Subsidiary shall renew any Franchise without Buyer's prior written consent), (c) use its commercially reasonable efforts to implement all rate changes in the Ordinary Course (and consistent with the amounts and timelines for prior rate increases), including those provided for in Section 4.01(b)(iii) of the Company Disclosure Letter and (d) maintain inventory and equipment sufficient for the operation of the Business in the Ordinary Course.

(v) Marketing; Advertising; Promotions. Subject to Section 4.01(a)(xvii), continue marketing, advertising and promotional expenditures with respect to the Systems in the Ordinary Course.

(vi) FCC Forms. Upon Buyer's prior written request, give or cause to be given to Buyer, and its counsel, prior to the date of submission to the appropriate Governmental Authority, notice of all FCC Forms 499, 1200, 1205, 1210, 1215, 1220 and 1240, and any other FCC Forms required under the regulations of the FCC promulgated under the Communications Act that are prepared with respect to the Business or any of the Systems and, to the extent reasonably requested by Buyer, copies thereof.

(vii) Insurance. Use commercially reasonable efforts to expend all Insurance Proceeds to restore or replace the lost, condemned or taken Assets that gave rise to the receipt of such Insurance Proceeds with similar Assets of substantially equal or greater value and utility.

(viii) Capital Expenditures; Operations. Use commercially reasonable efforts to make, and cause the Company Subsidiaries to make, capital expenditures in an aggregate amount equal to the Target Capital Expenditure Amount as of the Closing Date.

(ix) Certain Extensions. Use commercially reasonable efforts to extend all expiring Programming Agreements and expiring Retransmission Consent Agreements on a month-to-month basis.

(x) Continue Policies. Implement disconnections of service in accordance with the Insight Disconnect Policy.

#### Section 4.02. Confidentiality; Press Release.

(a) The Company and Buyer are parties to a confidentiality agreement dated as of November 6, 2009, as amended on June 30, 2011 (the "Confidentiality Agreement"). Notwithstanding the execution, delivery and performance of this Agreement, or the termination of this Agreement prior to the Closing, the Confidentiality Agreement shall remain in full force and effect in accordance with its terms.

(b) No party will issue any press release or make any other public announcements concerning this Agreement or the transactions contemplated hereby except in consultation with the other parties, except for disclosures required by Law and any legal obligations imposed on the Company and the Company Subsidiaries under the Bond Indenture, including its contractual obligation thereunder to make filings and disclosures as if it were a reporting company under the Exchange Act, in which case the party intending to make such release or disclosure shall provide the other parties with an advance copy and a reasonable opportunity to review and comment; provided, however, that nothing in this Section 4.02 shall restrict the Company or Buyer from accurately disclosing the terms of the transaction to the Company Stockholders or Buyer's stockholders or restrict the parties from disclosures to Persons where required for such party to perform its obligations under this Agreement.

Section 4.03. Cooperation; Commercially Reasonable Efforts; Buyer

Notification.

(a) Subject to the other provisions of this Agreement, which may limit or impose additional or different obligations (including Sections 4.04 and 4.05), the parties shall cooperate with each other and their respective counsel, accountants, agents and other representatives in connection with any commercially reasonable actions required to be taken as part of their respective obligations under this Agreement, and otherwise use their commercially reasonable efforts to consummate the transactions contemplated hereby and to fulfill their obligations hereunder as expeditiously as practicable.

(b) Buyer shall use commercially reasonable efforts to promptly notify the Company of any event, condition, change, development, circumstance, effect, state of facts or action by Buyer or otherwise, that becomes known to Buyer, the existence, occurrence or taking of which would result in any of its representations and warranties in this Agreement or in any Transaction Document to which it is a party not being true and correct (or if qualified by materiality or Company Material Adverse Effect, in all respects) when made or at Closing (unless and to the extent that any such representation or warranty speaks specifically as of an earlier date, in which case, at such earlier date).

Section 4.04. Consents and Filings.

(a) As soon as reasonably practicable after the date of this Agreement, Buyer and Merger Sub, on the one hand, and the Company, on the other hand, shall use all commercially reasonable efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary or advisable under applicable Laws, Contracts, Leases and Revenue Leases to consummate the Merger and the other transactions contemplated by this Agreement, including (i) preparing and filing as promptly as practicable with any Governmental Authority or other Person all documentation to effect all filings, notices (including any carrier change notices), petitions, statements, registrations, submissions of information, applications and other documents required hereunder and (ii) obtaining and maintaining all approvals, consents, waivers, permits, notices and authorizations required to be obtained hereunder from any Governmental Authority or other Person to consummate the Merger and this Agreement and the transactions contemplated hereby (the foregoing in this clause (ii), collectively, the "Consents"). In furtherance of the foregoing, Buyer and Merger Sub, on the one hand, and the Company, on the other hand, (i) shall make all necessary filings to obtain the Consents from the FCC and the PUCs listed in Section 2.04 of the Company Disclosure Letter no later than fifteen (15) Business Days after the date of this Agreement, (ii) shall make all necessary filings to obtain all necessary Consents under Section 652 of the Communications Act and the FCC Regulations promulgated thereunder and, if applicable, the Consent of any other Governmental Authority required in connection with any necessary Consents under Section 652 of the Communications Act and the FCC Regulations promulgated thereunder, and (iii) shall make all necessary filings to obtain the Consents from Franchising Authorities listed in Section 2.04(B) of the Company Disclosure Letter (including FCC Forms 394 or other appropriate forms) or other applicable Governmental Authorities no later than twenty (20) Business Days after the date of this Agreement. Buyer shall promptly, but, to the extent practicable, in no event more than ten (10) Business Days after receipt of such request, furnish to any Governmental Authority from which a Consent is

requested such information regarding Buyer, Buyer's Affiliates or its direct or indirect investors, including financial or other required information relating to the cable and other media operations of such Persons, as a Governmental Authority may lawfully and reasonably require in connection with granting such Consent.

(b) The parties shall afford one another the opportunity to review and approve the form of each Consent prior to its delivery to the relevant Person, and the Company shall not accept or agree or accede to any modifications or amendments thereto or in connection with, or any conditions to the Merger or transfer of Franchises, Licenses or Material Contracts that are not approved in writing by Buyer, which approval, subject to the other provisions of this Agreement, shall not be unreasonably withheld or delayed and Buyer shall not accept or agree or accede to any modifications or amendments to any form of Consent if it imposes any Retained Franchise Liability on the Company or the Company Stockholders without the prior written approval of the Company, which approval shall not be unreasonably withheld or delayed. Each of the parties shall promptly notify the other parties of any communication it or any of its Affiliates receives from any Governmental Authority relating to any filing made or actions taken pursuant to this Section 4.04. Each of the Company and Buyer shall make its representatives available (at its own expense) to attend one or more meetings of a Governmental Authority from whom a Consent is requested. Subject to Section 4.04(e), no party shall agree to participate in any meeting with any Governmental Authority in respect of any filings, investigation or other inquiry, unless it consults with the other parties in advance and, to the extent permitted by such Governmental Authority, gives the other parties the opportunity to attend and participate at such meeting. Subject to the Confidentiality Agreement, the parties will (i) coordinate and cooperate fully with each other in exchanging such information and providing such assistance as the other parties may reasonably request in connection with the foregoing and (ii) provide each other with copies of all correspondence, filings or communications between them or any of their authorized representatives, on the one hand, and any Governmental Authority or members of its staff, on the other hand, with respect to any filings made or actions taken pursuant to this Section 4.04.

(c) After the Closing, subject to Buyer's rights under Section 7.02, the Company Stockholders shall have no further Liability to obtain any Consent not obtained prior to the Closing or for the failure to obtain such Consent, except to the extent related to or resulting from any breach of any representation, warranty or covenant contained in this Agreement. Except as provided below, nothing herein shall require the expenditure or payment of any funds (other than in respect of normal and usual processing fees, filing fees or other similar normal costs imposed by a Governmental Authority or other Person in connection with the granting of a Consent required hereunder ("Consent Fees"), which shall be shared equally by the Company and Buyer) or the giving of any other consideration by Buyer or any of its Affiliates, the Company or any of the Company Subsidiaries or any of the Company Stockholders in order to obtain any Consent; provided, however, that, (i) if in connection with the process of obtaining any Consent, a Franchising Authority imposes any condition or any change to, or mandates the renewal of, a Franchise to which such Consent relates that would be applicable to Buyer or any Insight Company as a requirement for granting its Consent, Buyer shall use commercially reasonable efforts to negotiate with such Franchising Authority, after reasonable consultation with the Company, with respect to such condition, change or renewal; provided, further, that, notwithstanding anything to the contrary in this Agreement, Buyer shall

not be required to accept (and without the prior written consent of Buyer, no Insight Company shall accept) any condition, change or renewal term or condition that is imposed by such Franchising Authority unless such condition, change or renewal term or condition (A) is not material relative to the operation of the Franchise in question, (B) is commercially reasonable (taking into account the current competitive environment) and (C) does not require the provision, without arm's-length consideration, by any Insight Company or Buyer or its Affiliates of any services that any of the foregoing otherwise provides on a fee-for-service basis in the ordinary course of its business, or (ii) if in connection with the process of obtaining any Consent, a Franchising Authority requires any Insight Company to cure past violations under a Franchise to which such consent relates, the Company shall use commercially reasonable efforts to negotiate with such Franchising Authority, and if it is ultimately determined that there is any outstanding Liability for any past violations, the Company shall be responsible for all such Liabilities (the "Retained Franchise Liabilities"). In addition, if any imposed condition or change can be resolved through monetary payments to such Governmental Authority, either Buyer or the Company may elect, in its sole discretion and at its sole cost and expense, to satisfy the full amount of such monetary payments prior to the Closing Date, in which case, the other party shall be deemed to accept such condition or change to the extent so satisfied (which, in the case of any such election by the Company, is referred to as the "Company Franchise Amount"). Subject to the other provisions of this Agreement, each of Buyer and the Company shall use its commercially reasonable efforts to resolve objections, if any, as may be asserted by any Governmental Authority with respect to the matters contemplated by this Section 4.04.

(d) Following the date hereof and until the Closing, the Company shall timely send or cause to be sent all required renewal letters pursuant to Section 626(a) of the Communications Act to the proper Governmental Authority with respect to all applicable Franchises of the Systems that are due to expire within thirty (30) months after any date between the date of this Agreement and the Closing Date.

(e) Notwithstanding anything to the contrary contained in this Section 4.04, (i) the obligations of Buyer pursuant to this Section 4.04 shall be subject in all respects to the No Divestiture Standard and Section 4.05(e), (ii) in no event shall Buyer or the Company be required to furnish any information that, based on the advice of counsel, would reasonably be expected to constitute a waiver of any applicable legal privilege or work product protection (provided, that Buyer and the Company shall use commercially reasonable efforts to cooperate with one another to permit disclosure of such information in a manner consistent with the preservation of such legal privilege or work product protection) and (iii) Buyer shall not be required to permit the Company to attend or participate in the portion of any meeting with any Governmental Authority to the extent Buyer reasonably determines in good faith that such participation would reveal to the Company material proprietary, strategic or confidential information about Buyer or its Affiliates and their respective operations so long as the Company's absence does not prejudice or otherwise adversely impact the Company in connection with the Consent process, including with respect to discussions relating to past violations of the Insight Companies prior to the Closing Date, in which case, the Company shall be entitled to be represented at any such portion of the meeting by its legal counsel alone.

#### Section 4.05. Antitrust Matters.

(a) As soon as practicable after the execution of this Agreement, but in any event no later than fifteen (15) Business Days after such execution, the Company, as the "acquired person," and Buyer, as the "acquiring person," will each complete and file, or cause to be completed and filed, a premerger notification and report under the HSR Act that is consistent with the rules and regulations of the Federal Trade Commission (the "FTC"). The Company and Buyer shall respond as promptly as reasonably practicable to any inquiries received from the FTC and the Antitrust Division of the U.S. Department of Justice ("Antitrust Division") for additional information or documentation and respond as promptly as reasonably practicable to all inquiries and requests received from any other Governmental Authority in connection with antitrust or competition matters. The fees relating to the filings required by the HSR Act shall be shared equally by Buyer, on the one hand, and the Company, on the other hand.

(b) Each of the parties shall promptly notify the other parties of any communication it or any of its Affiliates receives from any Governmental Authority relating to any filing made or actions taken pursuant to this Section 4.05. Each of the parties shall provide the other parties with the opportunity to review and comment on all applications, petitions, pleadings and arguments to be filed by such party with any Governmental Authority pursuant to this Section 4.05. Subject to Section 4.05(d), no party shall agree to participate in any meeting with any Governmental Authority in respect of any filings, investigation or other inquiry, unless it consults with the other parties in advance and, to the extent permitted by such Governmental Authority, gives the other parties the opportunity to attend and participate at such meeting. Subject to the Confidentiality Agreement and to the extent legally permissible, the parties will (i) coordinate and cooperate fully with each other in exchanging such information and providing such assistance as the other party may reasonably request in connection with the foregoing and (ii) provide each other with copies of all correspondence, filings or communications between them or any of their authorized representatives, on the one hand, and any Governmental Authority or members of its staff, on the other hand, with respect to any filings made or actions taken pursuant to this Section 4.05. No party shall consent to any voluntary extension of any statutory deadline or waiting period or to any voluntary delay of the transactions contemplated by this Agreement at the behest of any Governmental Authority without the consent of the other parties to this Agreement.

(c) Buyer agrees to use its commercially reasonable efforts to eliminate each and every impediment and obtain all Consents under any antitrust or competition Law (including the HSR Act) that may be required by the FTC or the Antitrust Division so as to enable the parties to consummate the transactions contemplated by this Agreement as promptly as practicable, and in no event later than the Termination Date; provided, however, that, notwithstanding anything to the contrary contained herein, nothing in this Agreement shall require Buyer to implement any Divestiture, agree to any prohibition of, or any limitation on, the acquisition, ownership, operation, effective control or exercise of full rights of ownership of any asset or business (including the Assets and the Business, respectively), agree to any other condition or consent decree, terminate or amend any existing or contemplated governance structure or contemplated contractual or governance rights, as determined by the applicable Governmental Authority, or enter into any Contract if doing so would reasonably be expected, individually or in the aggregate, (i) to have an adverse impact

(other than, with respect to any Divestiture only, a *de minimis* adverse impact) on Buyer or any of its Subsidiaries or any of their respective businesses or assets or (ii) require the Divestiture of basic video subscribers in excess of the amount set forth in Section 4.05(c) of the Buyer Disclosure Letter, it being understood that the incurrence of legal, accounting, investment banking and other customary forms of transaction expenses and the commitment of reasonable management time and effort shall not be considered an adverse impact for the purpose of clauses (i) or (ii) of this Section 4.05(c) (clauses (i) and (ii) collectively, the “No Divestiture Standard”). For purposes of this Agreement, a “Divestiture” of any asset or business shall mean any sale, lease, license, transfer, conveyance, separate holding, disposal, divestiture, disposition or other encumbrance or any agreement to do any of the foregoing with respect to such asset or business (including transfer of such asset or business to a trust). Subject to the other provisions of this Section 4.05, Buyer will use commercially reasonable efforts to take any and all actions necessary, including all actions customarily required by the FTC or the Antitrust Division, in order to ensure that (x) no requirement for any non-action or Consent of the FTC or the Antitrust Division, (y) no decree, Judgment, injunction, temporary restraining order or any other order in any suit or proceeding, and (z) no other matter relating to any antitrust or competition Law (excluding the Communications Act), would preclude consummation of the transactions contemplated by this Agreement on or before the Termination Date.

(d) Notwithstanding anything to the contrary contained in this Section 4.05, (i) in no event shall Buyer or the Company be required to furnish any information that, based on the advice of counsel, would reasonably be expected to create any Liability under applicable Laws (including U.S. antitrust Laws) or constitute a waiver of any applicable legal privilege or work product protection (provided, that Buyer and the Company shall use commercially reasonable efforts to cooperate with one another to permit disclosure of such information in a manner consistent with the preservation of such legal privilege or work product protection) and (ii) Buyer shall not be required to permit the Company to attend or participate in the portion of any meeting with any Governmental Authority to the extent Buyer reasonably determines in good faith that such participation would reveal to the Company material proprietary, strategic or confidential information about Buyer or its Affiliates and their respective operations, so long as the Company’s absence does not prejudice or otherwise adversely impact the Company in connection with the Consent process, in which case, the Company shall be entitled to be represented at any such portion of the meeting by its legal counsel alone.

(e) Notwithstanding anything to the contrary contained herein, nothing in this Agreement shall impose upon Buyer or any of its Subsidiaries any obligation, or any obligation to agree (whether with respect to a Governmental Authority or otherwise) to any obligation, to, except with respect to the transactions contemplated by this Agreement, (i) not continue or newly pursue, (ii) cease, terminate or amend or otherwise modify the terms or conditions of, (iii) fail to consummate or (iv) agree to any of the foregoing, in each case, with respect to any actual or attempted acquisition, investment or other strategic transaction (including purchase of assets or equity, merger, consolidation or otherwise), by Buyer or any of its Subsidiaries involving any other Person or the assets or business of any such Person.

#### Section 4.06. Insight Company Debt Obligations.

(a) Within twenty (20) Business Days following a request by Buyer, the Company shall commence offers to purchase and related consent solicitations with respect to all of the outstanding aggregate principal amount of the Company's Bonds, on such terms and conditions as are reasonably acceptable to Buyer and the Company, including the solicitation of consents to eliminate substantially all of the covenants contained in the Bond Indenture (the "Debt Tender Offers"), and Buyer shall assist the Company in connection therewith. Promptly following the expiration date of the consent solicitations, assuming the requisite consents are received, the Company shall execute a supplemental indenture to the Bond Indenture, reflecting the amendments to such indenture consented to pursuant to the Debt Tender Offer, which supplemental indenture shall become effective upon execution by the Company and the trustee and shall become operative concurrently with the Effective Time, and shall use its commercially reasonable efforts to cause the trustee under the Bond Indenture to promptly enter into such supplemental indenture, as applicable. The Company shall provide, and shall cause the Company Subsidiaries to, and shall use its commercially reasonable efforts to cause their respective representatives to, provide all cooperation requested by Buyer in connection with the Debt Tender Offer. The acceptance for purchase of the Bonds tendered in the Debt Tender Offer shall be conditioned on the occurrence of the Closing. Concurrently with the Effective Time, and in accordance with the terms of the Debt Tender Offer, Buyer shall cause the Company to accept for purchase and purchase the Bonds properly tendered and not properly withdrawn in the Debt Tender Offer and provide to the Company cash in an amount sufficient to fund such purchase, including any applicable premiums, accrued and unpaid interest and all related fees and expenses. The Debt Tender Offer and other actions taken in connection therewith shall be conducted in accordance with the terms of the Bond Indenture and applicable Law. Buyer and its counsel shall be given a reasonable opportunity to review and comment on the offering documents to be used in connection with the Debt Tender Offer prior to commencement of the Debt Tender Offer, and the Company shall incorporate all reasonable comments of Buyer thereto. Buyer shall reimburse the Company for all reasonable and documented out of pocket costs and expenses (including legal and accounting fees and costs) incurred by the Company pursuant this Section 4.06(a).

(b) After the Closing, to the extent the Debt Tender Offer was not effected with respect to all Bonds, the Surviving Corporation shall commence a Change of Control Offer (as defined in the Bond Indenture) in accordance with the terms and conditions of the Bond Indenture and shall comply in all material respects with its obligations under the Bond Indenture with respect to such Change of Control Offer in accordance with its terms, and the Company Stockholders shall not have any Liability in respect of such Change of Control Offer and the Surviving Corporation's compliance with the Bond Indenture from and after the Effective Time, other than to the extent included in the definition of Company Debt and reflected in the calculation of Merger Consideration.

(c) Subject to payment of the Company Debt by Buyer at the Closing, substantially simultaneously with the Closing, the Company shall satisfy and discharge the Company Debt under the Credit Agreement and related documents and obligations with respect to Swap Contracts or similar arrangements (including, for the avoidance of doubt, all Swap Breakage Costs and all Swap Interest Costs) and all principal, accrued and unpaid interest and all

other amounts that become payable, concurrently with, or as a result of, the consummation of the Closing (such amount referred to as the "Credit Agreement Payoff Amount").

Section 4.07. Information Statement. Each of the Company and the Stockholders' Representative shall, prior to the distribution of any such materials, afford Buyer a reasonable opportunity to review and comment upon any information statement or similar disclosure document to the stockholders of the Company with respect to the transactions contemplated by this Agreement. All such materials shall be in form and substance reasonably acceptable to Buyer and will include any information required to be included therein pursuant to Section 262 of the DGCL. The Company shall use commercially reasonable efforts to distribute such materials to the stockholders of the Company not later than twenty (20) Business Days following the date of this Agreement.

Section 4.08. Employee Matters.

(a) For a period of one year following the Closing Date, Buyer shall provide individuals who, as of the Closing Date, are employees of the Company or any of the Company Subsidiaries, with compensation and benefits that are substantially similar in the aggregate to the compensation and benefits provided by the Buyer and its Affiliates to similarly situated employees of Buyer and its Affiliates; provided, that no equity-based compensation, defined benefit plan, retention or sale bonuses or severance shall be taken into account for purposes of determining similarity of benefits hereunder; provided, further, that nothing contained in this Section 4.08 shall limit Buyer's right to terminate the employment of any employee under such employee benefit plans or arrangements following the Closing Date. Notwithstanding the foregoing, Buyer shall maintain for a period of no less than six months following the Closing Date the Insight Communications Company, Inc. Executive Severance Pay Plan, the Insight Communications Company, Inc. Severance Pay Plan for Management and Non-Management Exempt Employees and the Insight Communications Company, Inc. Severance Pay Plan for Non-Exempt Employees, as in effect on the date hereof (the "Insight Severance Plans"). Buyer shall, and shall cause the Company to, treat, and cause the applicable benefit plans (other than any equity compensation plan, defined benefit pension plan or retiree medical plan (to the extent permitted by applicable Law)) to treat, the service of Business Employees that are employed by the Company, the Buyer or any of their respective Affiliates, after the closing, with the Company or the Company Subsidiaries (or their predecessor entities) attributable to any period before the Effective Time as service rendered to Buyer for purposes of eligibility to participate, vesting and for other appropriate benefits, including applicability of minimum waiting periods for participation. Nothing contained herein, express or implied, is intended to confer upon any employee of the Company or any of the Company's Subsidiaries any right to continued employment for any period, nor shall it constitute an amendment to or any other modification of any Employee Plan or Compensation Arrangement. This Section 4.08 is not intended, and shall not be deemed, to confer any rights or remedies upon any Person other than the parties to this Agreement and their respective successors and permitted assigns, to create any agreement of employment with any employee or to otherwise create any third party beneficiary hereunder, or to be interpreted as an amendment to any Plan of Buyer or any Affiliate of Buyer.

(b) Buyer shall retain or otherwise assume full responsibility and Liability for offering and providing "continuation coverage" to any "covered employee" and any

“qualified beneficiary” who is covered by a “group health plan” sponsored or contributed to by the Company or its ERISA Affiliates who has experienced a “qualifying event” or is receiving “continuation coverage” on or prior to the Closing Date; provided, that the foregoing shall not limit Buyer’s rights under applicable labor Law, including its right to set initial terms and conditions with respect to any represented employees, if any, where appropriate. “Continuation coverage,” “covered employee,” “qualified beneficiary,” “qualifying event” and “group health plan” all shall have the meanings given such terms under Section 4980B of the Code and Section 601 et seq. of ERISA.

(c) The Company hereby agrees to submit and recommend for approval by the Company Stockholders all payments or benefits to any employee, stockholder director or other individual providing services to the Company or any Company Subsidiary who it reasonably determines could, individually or when aggregated with other payments or benefits, constitute “excess parachute payments” within the meaning of Section 280G of the Code, including the acceleration of vesting of equity or any severance payments or retention, deal or sale bonuses payable in connection with the Merger and the transactions contemplated by this Agreement, using the stockholder approval procedures set forth in Section 280G(b)(5)(B) of the Code. The Company further agrees that, to the extent that any individuals have rights to payments or benefits that could constitute “excess parachute payments” absent such stockholder approval, for example, because such individual has a contractual right to receive the payment or benefit even if stockholder approval is not obtained, the Company shall use its best efforts to obtain the waiver by such individual of all payments or benefits that could constitute “excess parachute payments” and submit the payments or benefits to stockholders for approval as provided in the preceding sentence. The Company agrees to provide Buyer or its designated agents with the form of waiver of any payment or benefit, the disclosure documentation relating to stockholder approval and the stockholder approval consent form or other necessary documentation of such stockholder approval, in each case, within a reasonable period of time in advance of the execution or submission of such waiver, disclosure, consent or other documentation.

(d) Immediately prior to the Effective Time, the Company shall terminate the employment of those Business Employees listed on Section 4.08(d) of the Disclosure Schedule. Immediately prior to the Effective Time, the Company shall terminate the employment of those Business Employees designated by the Buyer no later than seventy (70) days prior to the Closing Date. Each Business Employee terminated in accordance with the foregoing sentence and each other Business Employee who experiences a “qualifying termination” (as defined under the terms of the Insight Severance Plans) within six months following the Closing Date who is an “eligible employee” as defined under the terms of the applicable Insight Severance Plan (without regard to any introductory or probationary period) shall be entitled to receive severance benefits (including any COBRA continuation benefits) under such applicable plan following such termination of employment. Buyer and, from and after the Closing, the Surviving Corporation shall be solely liable for and shall pay, or cause to be paid (including pursuant to an appropriate adjustment to Merger Consideration in favor of the Company Stockholders to the extent payment thereof was effected prior to the Closing with the prior consent of Buyer) any severance benefits payable pursuant to any Employee Plan or Compensation Arrangement, including severance benefits payable under any employment agreement that arises, directly or indirectly, as a result of the termination of employment of any

Business Employee that occurs in connection with the transactions contemplated by this Agreement as provided in the first or second sentence of this Section 4.08(d). For the avoidance of doubt, the Company shall be solely liable for any severance and compensation benefits payable under any Employee Plan or Compensation Arrangement, including severance benefits payable under any employment agreement, arising as the result of a termination of employment prior to the Closing Date other than as provided in the first or second sentence of this Section 4.08(d), and to the extent that any such severance is not paid prior to the Closing Date, such amount shall be treated as a Current Liability in the Company Working Capital. The Company may establish a retention plan to pay retention bonuses to certain Business Employees on or prior to the Closing, and the Company shall be solely liable for any compensation and benefits payable thereunder, and any such compensation and benefits that are not paid prior to the Closing Date shall be treated as an Unpaid Transaction Expense (the "Company Retention Amount").

(e) At the option of Buyer, all paid time off (to include vacation, sick and personal hours) that is accrued but unused and unpaid immediately prior to the Closing Date in respect of the Business Employees shall be cancelled, and the affected Business Employees shall receive payment immediately prior to the Closing Date in cash in an amount equal to the economic value (determined based on such Business Employees' rates of compensation in effect as of the day prior to the Closing Date) of paid time off time hours accrued in respect of the affected Business Employees during their employment with the Company prior to the Closing Date. For the avoidance of doubt, the economic costs of the payments referred to in the preceding sentence shall be an obligation of the Buyer and not the Company Stockholders. An adjustment to Company Debt or Company Working Capital will be made in favor of the Company Stockholders to the extent required to effectuate the foregoing intent. To the extent Buyer does not require the cancellation and payout of accrued but unused paid time off, Buyer shall, and cause the Company to, permit the Business Employees that are employed by the Company, the Buyer, or any of their respective Affiliates, after the closing to use, and shall grant credit for, all accrued but unused vacation and sick leave to which such Business Employees are entitled under any Compensation Arrangement immediately prior to the Effective Time.

(f) Termination of Tax-Qualified Plans. Upon the written request of Buyer, prior to the Closing Date and the Effective Time, the Company shall adopt resolutions to provide prior to the Effective Time, each Employee Plan that is a plan intended to be qualified under Section 401(a) of the Code (each, a "Tax-Qualified Plan") shall be terminated, and from and after the Effective Time no Tax-Qualified Plan shall hold or distribute Company Common Stock or any other employer securities. Buyer and its counsel shall be given a reasonable opportunity to review and comment on, and shall have a right to approve (such approval not to be unreasonably withheld), all of the resolutions referred to in this Section 4.08(f) prior to the distribution or adoption of any thereof, and the Company shall incorporate all reasonable comments of Buyer thereto.

#### Section 4.09. Tax Matters.

(a) Tax Returns Filed Prior to Closing. Between the date of this Agreement and the Closing, the Company shall and shall cause each Company Subsidiary to (i) prepare, in the Ordinary Course (except as otherwise required by a change in Law or a good faith resolution of a Contest), and timely file all Tax Returns required to be filed by it (or them)

on or before the Closing Date (after giving effect to valid filing extensions) (hereinafter referred to as the "Post-Signing Returns"); (ii) consult with Buyer in good faith with respect to all Post-Signing Returns that are income Tax Returns (the "Post-Signing Income Tax Returns") and provide Buyer with drafts of any Post-Signing Income Tax Returns (together with the relevant back-up information upon request) for review and consent (which consent shall not be unreasonably withheld, conditioned or delayed) at least twenty (20) Business Days prior to the due date for filing any such Post-Signing Income Tax Returns; and (iii) fully and timely pay all Taxes due and payable in respect of all Post-Signing Returns.

(b) Tax Returns Filed After Closing.

(i) Subject to clause (ii) below, after the Closing Date, Buyer shall prepare or cause to be prepared and shall file or cause to be filed all Tax Returns for the Company and the Company Subsidiaries for all taxable periods beginning before the Closing Date for which Tax Returns have not been filed prior to the Closing ("Specified Tax Returns"), and Buyer shall pay or cause to be paid all Taxes shown to be due on such Specified Tax Returns.

(ii) All of the Specified Tax Returns that are income Tax Returns shall be prepared in the Ordinary Course (except as otherwise required by a change in Law or by Buyer's determination to the contrary, in its reasonable discretion), and Buyer shall consult with the Stockholders' Representative in good faith with respect to all such Specified Tax Returns and provide the Stockholders' Representative with drafts of such Specified Tax Returns (together with the relevant back-up information upon request) for review and consent (which shall not be unreasonably withheld, conditioned or delayed) at least twenty (20) Business Days prior to the due date for filing such Specified Tax Returns.

(iii) If Buyer asserts an indemnification claim pursuant to Section 7.02(a)(iv) with respect to Taxes shown on any Specified Tax Return that is not an income Tax Return (a "Relevant Non-Income Tax Return") and the Stockholders' Representative objects to Buyer's reporting position regarding such indemnified Taxes, then an independent accounting firm agreed upon by the parties shall determine the amount of Taxes, if any, properly reported on the Relevant Non-Income Tax Return and indemnifiable by Stockholders' Representative; provided, that any actual reporting position that such independent accounting firm determines to be consistent with Ordinary Course or with applicable Law shall be deemed correct in all cases. The fees and expenses of the independent accounting firm for the services rendered pursuant to this Section 4.09(b)(iii) shall be borne by Buyer and by the Stockholders' Representative in inverse proportion as they may prevail on matters resolved by such independent accounting firm, which proportional allocations shall also be determined by such independent accounting firm at the time the determination of such independent accounting firm is rendered on the matters submitted.

(iv) After the Closing Date, Buyer shall not (and shall cause the Company and the Company Subsidiaries not to) amend any Tax Return of the Company or any Company Subsidiary for any taxable period ending on or before the Closing Date without the prior written consent of the Stockholders' Representative, which consent shall not be unreasonably withheld, delayed or conditioned.

(v) In the event any party objects to a Tax Return pursuant to its consent rights set forth in Sections 4.09(a) or (b)(ii), and the parties cannot resolve the objection prior to filing, a filing extension shall be obtained and the matter shall be resolved by an independent accounting firm agreed upon by the parties.

(c) Additional Agreements. Between the date of this Agreement and the Closing, the Company shall and shall cause each Company Subsidiary to (i) properly reserve (and reflect such reserve in its books and records and financial statements), in the Ordinary Course, for all Taxes payable by it (or them) for which no Post-Signing Return is filed prior to the Closing Date; (ii) promptly notify Buyer of any federal, state, local or foreign income or franchise Tax Contest, and any other suit, claim, action, investigation, proceeding or audit initiated or pending against or with respect to the Company or any of its Subsidiaries in respect of any Tax matter, including Tax liabilities and refund claims, and not settle or compromise any such Tax matter or action or proceeding without Buyer's consent (not to be unreasonably withheld, conditioned or delayed); (iii) provide Buyer access to any information or documentation reasonably requested by Buyer with respect to ongoing Contests or other circumstances described in the immediately preceding subparagraph of this Section 4.09(c); and (iv) provide Buyer with copies of all inquiries, requests, and other correspondence received by the Company or any Company Subsidiary from the IRS or other Taxing Authority pursuant to any ongoing income tax audit, and Buyer and its counsel shall be given a reasonable opportunity to review and comment on all such written statements or documentation to be submitted to such Taxing Authority prior to the submission of any thereof, and the Company shall incorporate all reasonable comments of Buyer thereto.

(d) Tax Return Cooperation. Buyer, the Company, and the Stockholders' Representative shall reasonably cooperate, and shall cause their respective Affiliates, officers, employees, agents, auditors and other representatives reasonably to cooperate, in preparing and filing all Tax Returns relating to the Company and the Company Subsidiaries, including (i) maintaining and making available to each other all records necessary in connection with Taxes and in resolving all disputes and audits with respect to all taxable periods relating to Taxes, and (ii) making available to each other the appropriate employees or other personnel to provide additional information or explanation of any material provided hereunder.

(e) Termination of Tax Allocation Agreements. Any tax allocation or tax sharing agreement or arrangement, whether or not written, that may have been entered into by the Company or any Company Subsidiary shall be terminated as to the Company and Company Subsidiaries as of the Closing Date, and no payments which are owed by or to the Company or Company Subsidiaries pursuant thereto shall be made thereunder.

(f) Transfer Taxes. All transfer, documentary, sales, use, stamp, registration and other such Taxes and fees (including any penalties and interest) incurred in connection with the transactions consummated pursuant to this Agreement ("Transfer Taxes") shall be paid one-half by Buyer and one-half by the Company Stockholders. Buyer, the Company, and the Stockholders' Representative shall reasonably cooperate, and shall cause their respective Affiliates, officers, employees, agents, auditors and other representatives reasonably

to cooperate, in preparing and filing all required Tax Returns in connection with such Transfer Taxes.

(g) The Company shall use commercially reasonable efforts to pay, or cause to be paid, not later than the Closing Date, the full amount of any unclaimed property (escheat) Liability owed by any Insight Company, including any interest or penalties related thereto, in each case to the appropriate Governmental Authority or Authorities and fulfill or cause to be fulfilled any and all conditions related to voluntary disclosure agreements previously entered into between any Insight Company and a Governmental Authority; provided, that to the extent such Liability is not paid in full at Closing, the Merger Consideration shall be reduced in the amount of the unpaid Liability (the "Escheat Amount"). The Company shall also, no later than the Closing Date, use commercially reasonable efforts to (or cause the relevant Company Subsidiary to) (i) conclude the negotiation of any voluntary disclosure agreements it is currently negotiating with a Governmental Authority, (ii) enter into a binding agreement that provides for the payment of any outstanding unclaimed property Liability along with applicable interest, and (iii) satisfy any conditions related to such agreement.

#### Section 4.10. Directors and Officers Insurance.

(a) From and after the Closing, the Insight Companies shall continue to satisfy the rights of exculpation, indemnification and advancement of expenses to which the present and former partners, members, stockholders, directors, representatives, officers, employees and agents of the Insight Companies (each, an "Indemnified Person") are entitled with respect to any act or omission occurring prior to the Closing under each such Insight Company's Charter Documents or by contract or agreement listed on Section 4.10 of the Company Disclosure Letter, in accordance with the terms and conditions of any such exculpation and indemnification provisions as in effect on the date of this Agreement. Until the sixth (6th) anniversary of the Effective Time, the certificate of incorporation and bylaws of the Surviving Corporation and the Charter Documents of the Company Subsidiaries shall, with respect to matters occurring prior to the Effective Time, contain provisions no less favorable in the aggregate with respect to exculpation, indemnification and advancement of expenses of the Indemnified Persons than are set forth in the Company's or Company Subsidiaries' Charter Documents in effect as of the date of this Agreement, and such provisions shall not be amended, repealed or otherwise modified prior to the sixth (6th) anniversary of the Effective Time in any manner that would materially adversely affect the rights thereunder, as of the Effective Time, of any Indemnified Person, with respect to matters occurring prior to the Effective Time. Buyer and the Company further agree that all rights to indemnification or advancement of expenses now existing in favor of Indemnified Persons in any indemnification agreement between such Person and the Company or any Company Subsidiary, as the case may be, or under Law, shall survive the Merger and continue in full force and effect in accordance with the terms of such agreement or Law, or, if earlier, the sixth (6th) anniversary of the Effective Time, in each case, solely to the extent such indemnification agreements or resolutions are provided to Buyer prior to the date hereof.

(b) In the event the Surviving Corporation or any of its successors or assigns (i) consolidates with or merges into any other Person and shall not be the continuing or surviving corporation or entity of such consolidation or merger or (ii) transfers or conveys all or

substantially all of its properties and assets of the Business to any Person, then, and in each such case, proper provision shall be made so that the successors and assigns of the Surviving Corporation (or their respective successors or assigns) jointly and severally assume the obligations of the Surviving Corporation (or their respective successors or assigns) as contemplated by this Section 4.10. The Surviving Corporation shall pay all reasonable expenses, including reasonable attorneys' fees, that may be incurred by any Indemnified Person in enforcing the indemnity and other obligations provided in this Section 4.10. The provisions of this Section 4.10 shall survive the consummation of the Merger and expressly are intended to benefit each of the Indemnified Persons. Notwithstanding anything to the contrary herein, it is agreed that the rights of an Indemnified Person under this Section 4.10 shall be in addition to, and not a limitation of any other rights such Indemnified Person may have under the Insight Companies' Charter Documents or the DGCL and nothing in this Section 4.10 shall have the effect of, or be construed as having the effect of, reducing the benefits to the Indemnified Persons under the Insight Companies' Charter Documents or the DGCL with respect to matters occurring prior to the Effective Time.

(c) On or prior to the Closing, the Company may, at its discretion, obtain and maintain directors and officers liability insurance policies for the Indemnified Persons with respect to matters occurring prior to the Effective Time, and all policy premia and other costs and expenses in connection therewith ("D&O Tail Costs") shall be borne by the Company or the Company Stockholders.

#### Section 4.11. Real Estate Matters.

(a) Buyer and Merger Sub may, at Buyer's expense and to the extent available in the respective jurisdiction, and the Company and the Company Subsidiaries shall reasonably cooperate with Buyer and Merger Sub to, obtain an ALTA owner's policy or policies of title insurance (or endorsements updating existing title insurance policies) from a nationally recognized title insurance company reasonably acceptable to Buyer in a form reasonably satisfactory to Buyer insuring fee title to such of the Owned Real Property that Buyer shall designate in writing, subject only to Permitted Liens (and including such endorsements as Buyer and Merger Sub shall reasonably request). Without limiting the foregoing, the Company shall, and shall cause each Company Subsidiary, as applicable, to execute and deliver, at the Closing, any affidavits in customary form as may be reasonably requested by Buyer's title insurance company in connection with obtaining such policies. The Company and the Company Subsidiaries shall reasonably cooperate with Buyer (provided that they shall not be required to incur any cost, expense or other liability) so that Merger Sub may receive, at Buyer's expense, a current ALTA/ASCM survey of each such parcel of Owned Real Property. For the avoidance of doubt, nothing in this Section 4.11 shall be construed to modify or expand any of the Company's representations or warranties contained in ARTICLE II or require the Company to execute and deliver any certificate, document or instruments prior to the Closing.

(b) Prior to the Closing, the Company shall, at its sole cost and expense, use commercially reasonable efforts to (A) cause the current record title holders to the Owned Real Properties marked with an asterisk set forth in Section 2.09(a) of the Company Disclosure Letter (the "Curative Properties") to execute, deliver and record in the applicable county land records, deeds (in a form reasonably satisfactory to Buyer and Buyer's title

insurance company) transferring good and marketable fee title, free and clear of all Liens other than Permitted Liens, to such Owned Real Properties to the appropriate Company Subsidiaries (as reasonably approved by Buyer), or (B) cause a nationally recognized title insurance company to issue an ALTA owner's policy or policies of title insurance insuring fee title to such Curative Properties, free and clear of all Liens other than Permitted Liens. In addition, prior to Closing, the Company shall, at its sole cost and expense, use commercially reasonable efforts to cause the record title holders to the Owned Real Properties marked with a double asterisk set forth in Section 2.09(a) of the Company Disclosure Letter to be accurately reflected in the applicable real property records as the appropriate Company Subsidiaries by filing or recording such affidavits or other instruments in such real property records as may reasonably be required to evidence the legal name change of the current record title holders or otherwise to reflect in such real property records fee ownership of such Owned Real Properties in such title holders with the correct legal names. Notwithstanding the foregoing, nothing in this Section 4.11(b) shall be construed or deemed to require the Company or any of the Company Subsidiaries to bring any form of judicial action with respect to the Curative Properties, including an action seeking a declaratory judgment or other similar quiet title action.

Section 4.12. Notification. Between the date of this Agreement and the Closing Date, the Company shall give prompt notice to Buyer, and Buyer shall give prompt notice to the Company, (i) of any notice or other communication received by such party from any Governmental Authority in connection with the transactions contemplated by this Agreement or from any Person alleging that the consent of such Person is or may be required in connection with the transactions contemplated by this Agreement and (ii) of any actions, suits, claims, investigations or proceedings commenced relating to or otherwise affecting such party or any of its Affiliates which relate in any material manner to the transactions contemplated by this Agreement.

Section 4.13. Termination of Related Party Transactions. The Company shall take, or cause to be taken, all actions necessary to terminate with respect to the Company or any Company Subsidiary prior to the Closing all Related Party Transactions listed in Section 2.17 of the Company Disclosure Letter that are designated with an asterisk. Buyer shall have the right, in its sole discretion, by written notice to the Company not less than thirty (30) days prior to the Closing Date or such other date, if any, as indicated in Section 2.17 of the Company Disclosure Letter, to designate for termination any other Related Party Transactions (other than any Related Party Transactions (i) governed by Section 4.08 or (ii) listed as items 5 or 13 in Section 2.17 of the Company Disclosure Letter), including any listed in Section 2.17 of the Company Disclosure Letter and not designated with an asterisk as of the date hereof. The Insight Companies shall have the right (but not the obligation) to repay or otherwise discharge prior to Closing some or all of the obligations and liabilities thereunder, and to the extent any such obligations and liabilities are not so repaid or discharged, such obligations and liabilities shall terminate and be extinguished as of and by virtue of the Closing without the payment of any consideration or any further action by any Person. The Company shall provide reasonable evidence of such termination and extinguishment. Neither Buyer nor any of the Insight Companies shall have any Liability after the Closing with respect to any of the Related Party Transactions listed in Section 2.17 of the Company's Disclosure Letter that are designated with an asterisk.

## ARTICLE V

### CONDITIONS TO OBLIGATIONS TO CLOSE

Section 5.01. Conditions to Obligations of Buyer and Merger Sub. The obligation of Buyer and Merger Sub to effect the Closing is subject to the fulfillment prior to or at the Closing of each of the following conditions:

(a) Representations and Warranties of the Company. The representations and warranties set forth in Sections 2.01, 2.02, 2.03, 2.04(i), 2.22 and 2.26 (the "Class 1 Representations and Warranties"; and all other representations and warranties contained in ARTICLE II other than Section 2.12(c), the "Class 2 Representations and Warranties") that are qualified as to materiality or Company Material Adverse Effect shall be true and correct, and the Class 1 Representations and Warranties that are not so qualified shall be true and correct in all material respects, in each case, at the time made and as of the Closing Date as if made at and as of such time (except, in each case, to the extent expressly made as of an earlier date, in which case as of such earlier date). The Class 2 Representations and Warranties shall be true and correct (without giving effect to any materiality or Company Material Adverse Effect qualifiers set forth therein) at the time made and as of the Closing Date as if made at and as of such time (except to the extent expressly made as of an earlier date, in which case as of such earlier date), except where the failure of such Class 2 Representations and Warranties to be true and correct has not had and would not, individually or in the aggregate, reasonably be expected to result in a Company Material Adverse Effect. The representations and warranties set forth in Section 2.12(c) shall be true and correct in all material respects at the time made and as of the Closing Date (except to the extent expressly made as of an earlier date, in which case as of such earlier date).

(b) Covenants. The Company shall have performed and complied with in all material respects all covenants and agreements required by this Agreement to be performed or complied with by it prior to or at the Closing.

(c) Required FCC Consents. All Consents required from the FCC in connection with the transactions contemplated by this Agreement shall have been obtained and shall be in force and effect.

(d) Required PUC Consents. The Consents from the PUCs listed in Section 5.01(d) of the Company Disclosure Letter shall have been obtained and shall be in full force and effect.

(e) Required Franchise Consents. The sum of the aggregate number of the total Primary Basic Customers of the Systems belonging to service areas for which either (i) the Franchise is not listed in Section 2.04(B)(1)(a) of the Company Disclosure Letter (provided, however, that Primary Basic Customers associated with Franchises identified on Section 2.04(B)(1)(b) or (B)(3) as requiring notice prior to the Closing shall be included in such aggregate number of total Primary Basic Customers only to the extent such notice has been delivered), or (ii) if Form 394 is to be filed with regard to the applicable Franchise in accordance with Section 2.04(B)(1) of the Company Disclosure Letter or if a Consent with regard to any

other Franchise is required, a Consent with regard to such Franchise has been obtained or deemed to have been obtained (it being understood that for this purpose a Consent shall be deemed obtained if it shall be deemed to have been received in accordance with Section 617 of the Communications Act) (clauses (i) and (ii), collectively constituting a "Franchise Consent") shall be no less than the percentage of the total number of Primary Basic Customers of the Systems as set forth in, and as calculated in accordance with, Section 5.01(e) of the Company Disclosure Letter. A Franchise Consent shall have been obtained in respect of each Franchise representing the percentage of the total number of Primary Basic Customers of the Systems set forth in, and as calculated in accordance with, Section 5.01(e) of the Company Disclosure Letter.

(f) Hart-Scott-Rodino. The requisite waiting period, if any, under the HSR Act applicable to the consummation of the Merger shall have expired or been terminated.

(g) Judgments and Laws. There shall not be in effect on the date on which the Closing is to occur any Judgment of a court of competent jurisdiction or other prohibition or Law (for the avoidance of doubt, excluding any Law that is expressly covered by Section 5.01(e)) that would prevent or make unlawful the Closing.

(h) No Material Adverse Change. Since the date of this Agreement, no event, condition, change, development, circumstance, effect or state of facts shall have occurred that, individually or in the aggregate, has had or would reasonably be expected to constitute or result in a Company Material Adverse Effect.

(i) Company Stockholder Approval. The Company Stockholder Approval shall have been obtained.

(j) Number of Basic Customers. The Closing Condition Customer Number shall not be less than the amount set forth in Section 5.01(j) of the Company Disclosure Letter that corresponds to the Measurement Condition Date.

(k) Company Deliverables. The Company shall have delivered or caused to be delivered each of the deliverables specified in Section 1.02(c).

(l) Securityholders and Sellers Agreements. Since the date of this Agreement, neither the Securityholders Agreement nor the Sellers' Agreement shall have been modified, amended, waived, suspended or terminated in any manner adverse to Buyer (for the avoidance of doubt, it being understood that no modification, amendment, waiver or suspension thereof set forth in the Sellers' Agreement shall be deemed adverse to Buyer).

(m) Appraisal Shares. The Appraisal Retention Amount shall not exceed the amount set forth in Section 5.01(m) of the Company Disclosure Letter.

Section 5.02. Conditions to Obligations of the Company. The obligation of the Company to effect the Closing is subject to the fulfillment prior to or at the Closing of each of the following conditions:

(a) Representations and Warranties. As to the representations and warranties of Buyer and Merger Sub set forth in ARTICLE III, (i) those representations and

warranties set forth in ARTICLE III which are expressly stated to be made solely as of the date of this Agreement or another specified date shall be true and correct in all respects as of such date, and (ii) all other representations and warranties of Buyer and Merger Sub set forth in ARTICLE III shall be true and correct in all respects at and as of the time made and as of the Closing Date as though made at and as of that time, disregarding in each case any qualification regarding materiality or Buyer Material Adverse Effect, except in each case of clauses (i) and (ii) to the extent that the aggregate effect of the inaccuracies in such representations and warranties as of the applicable times does not constitute a Buyer Material Adverse Effect.

(b) Covenants. Each of Buyer and Merger Sub shall have performed and complied with in all material respects all covenants and agreements required by this Agreement to be performed or complied with by it prior to or at the Closing.

(c) Hart-Scott-Rodino. The requisite waiting period, if any, under the HSR Act applicable to the consummation of the Merger shall have expired or been terminated.

(d) Judgments and Laws. There shall not be in effect on the date on which the Closing is to occur any Judgment of a court of competent jurisdiction or other prohibition or Law (for the avoidance of doubt, excluding any Law that is expressly covered by Section 5.01(e)) that would prevent or make unlawful the Closing.

(e) Number of Basic Customers. The Closing Condition Customer Number shall not be less than the amount set forth in Section 5.01(j) of the Company Disclosure Letter that corresponds to the Measurement Condition Date.

(f) Company Stockholder Approval. The Company Stockholder Approval shall have been obtained.

(g) Buyer Deliverables. Buyer and Merger Sub shall have delivered or caused to be delivered each of the deliverables specified in Section 1.02(d).

(h) Closing Payments. Buyer and Merger Sub shall have delivered, or caused to have been delivered, the Closing Merger Consideration and other payments required by Section 1.09.

## ARTICLE VI

### TERMINATION

Section 6.01. Termination. This Agreement may be terminated at any time prior to the Closing:

- (a) by mutual written consent of Buyer and the Company;
- (b) by the Company, if Buyer breaches any provision of this Agreement, which breach would prevent any condition to the obligations of the Company in Section 5.02 from being satisfied, and, if curable, such breach is not cured within the Cure Period, as long as the Company is not in breach or default in any material respect of its